

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

TEUN VAN RIEL HORSE
SUPPLEMENTS, et al.

Plaintiffs,

v.

JUAN AYORA, et al.,

Defendants

Case Number: 8:12-CV-01496-JVS

JUDGMENT

JUDGMENT

This matter came before the Court on Plaintiffs’ motion to enforce the settlement agreement between Plaintiffs Teun van Riel, Teun van Riel Horse Supplements, and Equine Industry B.V. and Defendants Rudolph (“Rudy”) Leone, Leone Equestrians, Inc., and Jill Humphrey (collectively, “Defendants”), as supported by Plaintiffs’ memorandum of law, declarations, oral argument, spreadsheet calculating compound monthly interest, and a supplemental

[Proposed] Judgment

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1 declaration. After having considered the pleadings, arguments, authorities,
 2 declarations, spreadsheet, and supplemental declaration that were submitted by
 3 Plaintiffs, the Court finds as follows:

4 1. Plaintiffs sell horse supplements and equestrian apparel. In
 5 September 2012, Plaintiffs sued Defendants for allegedly taking their merchandise
 6 without making payment, conspiring with other defendants to destroy Plaintiffs'
 7 business in North America, bribing Plaintiffs' main agent to quit the business and
 8 work with themselves, and causing the termination of Plaintiffs' distributorship of
 9 a popular brand of equestrian clothing in North America.

10 2. In their Second Amended Complaint (Document 61), Plaintiffs
 11 alleged Defendants: violated civil RICO, 18 U.S.C. § 1962(c) and committed the
 12 predicate act of commercial bribery in violation of Cal. Penal Code § 641.3 (¶¶
 13 492, 499); committed negligence by taking tens of thousands of dollars for
 14 Plaintiffs' merchandise, withholding information, advising Plaintiffs' agent to form
 15 a partnership with rivals, violating Cal. Civil Code §§ 1708 and 1714, and
 16 receiving payment for Plaintiffs' merchandise (¶¶ 308, 314-316); negligently
 17 interfered with prospective economic advantage by causing Plaintiffs' agent to
 18 perpetrate fraud (¶¶ 326, 328-330, 333); intentionally interfered with Plaintiffs'
 19 contract with their agents and committed constructive fraud in violation of Cal.
 20 Civil Code § 1572 (¶¶ 336-339, 341-343); converted Plaintiffs' property and
 21 committed fraud (¶¶ 350, 356); conspired with Plaintiffs' agent to breach the
 22 covenant of good faith and fair dealing and committed fraud (¶¶ 374-377);
 23 breached Unfair Competition Law, Bus. & Prof. Code § 17200, et seq (¶¶ 385,
 24 387, 389); committed common law fraud (¶¶ 402-404); committed promissory
 25 fraud (¶ 411); committed fraudulent and intentional concealment (¶¶ 427-432);
 26 took money had and received (¶¶ 444 - 445); made negligent misrepresentations (¶

1 462); interfered with prospective economic advantage (§§ 466-467, 474); aided and
2 abetted breach of fiduciary duties (§ 483); and received goods and services
3 rendered (§ 486).

4 3. Defendants never made an appearance in this action or contested
5 Plaintiffs' allegations in the Second Amended Complaint, First Amended
6 Complaint, or Complaint. On February 5, 2014, the Clerk of the Court entered a
7 default on liability against Defendants.

8 4. In June 2014, Plaintiffs and Defendants reached a settlement
9 agreement under which Plaintiffs agreed to dismiss Defendants from the action.
10 Defendants sought legal advice on the terms of the settlement agreement before
11 they signed it.

12 5. Pursuant to the settlement agreement, Plaintiffs dismissed the
13 Defendants from the action. On July 10, 2014, the Court entered an Order
14 dismissing claims against Defendants but retaining jurisdiction to enforce the terms
15 of the settlement agreement.

16 6. Under the settlement agreement, Defendants were required to pay
17 \$25,000 to Plaintiffs in four monthly installments: \$10,000 due on July 25, 2014,
18 and \$5,000 due monthly until paid in full on October 24, 2014.

19 7. The settlement agreement also provided that, if Defendants fail to
20 make timely payment, interest on missed payments would accrue at a compound
21 rate of 10% per month and that Defendants would consent to a judgment against
22 them for any unpaid amounts, compound monthly interest at 10% per month, and
23 any reasonable attorney's fees incurred by Plaintiffs in seeking default and
24 enforcing judgment on unpaid amounts.
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